

LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT is made and entered into this ____ day of _____, 20____, by and between SK MIRAMONTE RANCH, LLC, a California limited liability company, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH

WHEREAS, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the subject property", and more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto, and is located within an agricultural preserve heretofore established by the County; and

WHEREAS, both Owner and County desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open-space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this contract is deemed to be a determination that the

highest and best use of the subject property during the term of this contract, or any renewal thereof, is for agricultural uses and Owner agrees that agricultural zoning is the appropriate zoning for said premises; and

WHEREAS, Owner has supplied County with a title company lot book guarantee or preliminary title report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the subject property; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this contract are substantially similar to the terms, conditions, and restrictions of contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of County and Owner that the continued existence of this contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Government Code Sections 51200 et seq.) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full. This contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full.

2. During the term of this contract, the subject property shall not be used for any purpose other than "agricultural or compatible uses" as defined in this paragraph. "Agricultural or compatible uses" as used in this contract are described in the County's Rules of Procedure to Implement the California Land Conservation Act of 1965. Table 2 of the Rules of Procedure provides a list of all land uses which are defined in the Land Use Element for the Inland Portion and Coastal Zone of the County and denotes whether these uses are allowable, conditional per Table 2 footnotes, or prohibited. "Agricultural or compatible uses" are subject to all applicable standards in and requirements of the Land Use Element and the Land Use Ordinance/Coastal Zone Land Use Ordinance for the Agriculture land use category. If the subject property is not already in the Agriculture land use category, the County will initiate a general plan amendment to change the land use category to Agriculture within one year after the agricultural preserve is established.

The parties further recognize that the Land Use Element, Land Use Ordinance/Coastal Zone Land Use Ordinance, and Rules of Procedure to Implement the California Land Conservation Act of 1965 may be amended in accordance with State law and the County Code. The parties further recognize that the uses allowed pursuant to this contract may be expanded or restricted from time to time by reason of such amendments. The subject property is currently designated by the Land Use Element and Land Use Ordinance/Coastal Zone Land Use Ordinance as Agriculture.

3. This contract shall be effective as of the day and year first above written and shall remain in effect for the period of 10 years there from; provided, however, that beginning with the first day of January of the year in which the contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall

be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and the County's Rules of Procedure to Implement the California Land Conservation Act of 1965, subject to the filing deadlines stated therein. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

4. This contract may not be canceled except pursuant to a request by Owner, and as provided in Article 5 of the California Land Conservation Act of 1965 as that Act may be amended from time to time. Provided, however, no such cancellation shall occur until notice and public hearing thereon is conducted in the manner provided by Government Code Sections 51284 and 51285, as those sections may be amended from time to time.

5. Owner, upon request of County, shall provide County with information relating to Owner's obligations under this contract.

6. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the contract may be declared void by the County Board of Supervisors; such declaration or the provisions of this contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. These remedies are non-exclusive and County may take any other action legally available to enforce the terms of this contract.

7. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. The minimum lot size for the purposes of this contract shall be 320 acres. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed in this paragraph for said premises shall constitute a violation of this contract and shall be subject to all the provisions of paragraph 6 hereof.

9. Any transfer by Owner of any portion of the property which is the subject of this contract shall be a violation of this contract, if the portion transferred is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above. Such a violation shall be subject to all of the provisions of paragraph 6 hereof. Provided, however, if the subject property is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above, the subject property may be transferred in its entirety. Provided further, however, if the subject property is located in whole or in part within one mile of an urban reserve line or adjacent to a village reserve line as designated by the Land Use Element, an existing parcel or a group of contiguous existing parcels may be transferred if the property transferred and the property retained each satisfies the minimum acreage required to qualify according to Table 1 of the Rules of Procedure.

10. The trust deed beneficiaries and mortgagees, if any, listed on the lot book guarantee or preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this contract, specifically to the agricultural and compatible uses and minimum lot sizes imposed on the subject property by reason of this contract.

11. This contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: 11/21/13

EXHIBIT A
LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

PARCEL 1: (APN: 076-051-009)

Government Lot 6, the Southwest quarter of the Southeast quarter and the South half of the Southwest quarter of Section 8, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053747 of Official Records.

PARCEL 2: (PTN: Ptn 076-051-007)

The Northeast quarter of the Southeast quarter of Section 7 and the Northwest quarter of the Southwest quarter of Section 8, all in Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053748 of Official Records.

PARCEL 3: (APN: Ptn 076-051-007)

The South half of the Southeast quarter, the Northwest quarter of the Southeast quarter of Section 7, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXCEPTING therefrom that part of the Northwest quarter of the Southeast quarter of said Section 7, described as follows:

Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter;
thence on the North line thereof West, 1320.00 feet;
thence South, 325.05 feet;
thence North 76° 08 East, 1359.60 feet to the point of beginning.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053749 of Official Records.

PARCEL 4: (APN: Ptn 076-114-006)

The Southwest quarter of the Northeast quarter, the North half of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 17, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053750 of Official Records.

EXHIBIT A

LEGAL DESCRIPTION, Continued

PARCEL 5: (APN: Ptn 076-114-018)

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 17, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053751 of Official Records.

PARCEL 6: (APN: Ptn 076-114-018)

The Northwest quarter of the Southeast quarter of Section 17, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053752 of Official Records.

PARCEL 7: (APN: Ptn 076-114-011)

The South half of the Southeast quarter of Section 17 and the North half of the Northeast quarter of Section 20, all in Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053753 of Official Records.

PARCEL 8: (APN: Ptn 076-114-011)

The Northeast quarter of the Northwest quarter of Section 20, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053754 of Official Records.

PARCEL 9: (APN: Ptn 076-114-011)

The South half of the Southwest quarter of Section 17, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053755 of Official Records.

PARCEL 10: (APN: Ptn 076-114-011)

The South half of the Northwest quarter and the North half of the Southwest quarter of Section 17, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXHIBIT A

LEGAL DESCRIPTION, Continued

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053756 of Official Records.

PARCEL 11: (APN: Ptn 076-114-006)

The Northwest quarter of the Northwest quarter of Section 17, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053757 of Official Records.

PARCEL 12: (APN: 076-114-005)

The Northeast quarter of the Northeast quarter of Section 18, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053758 of Official Records.

PARCEL 13: (APN: Ptn 076-114-011)

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 18, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Said property being described In Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053759 of Official Records.

PARCEL 14: (APN: 076-114-021)

The Southeast quarter of the Southeast quarter of Section 18 and the Northeast quarter of the Northeast quarter of Section 19, all in Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXCEPTING therefrom all metals, minerals, oil, gas and other hydrocarbon substances in or under said land, upon the provisions set forth therein, as reserved by Ann Marie Mercer, a widow, et al, in deed recorded January 20, 1972 in Book 1649, Page 532 of Official Records.

Said property being described in Certificate of Compliance recorded October 18, 1996 as Instrument No. 1996-053766 of Official Records.

PARCEL 15: (APN: Ptn 076-114-011)

The Southwest quarter of the Northeast quarter of Section 20, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXHIBIT A

LEGAL DESCRIPTION, Continued

Said property being described in Certificate of Compliance recorded October 18, 19% as Instrument No. 1996-053767 of Official Records.

PARCEL 16:

That certain right of way, appurtenant to the above described Parcels, for road and related purposes all as more specifically set forth in deed dated March 17, 1885 and recorded March 19, 1885 in Book T, Page 235 of Deeds.

PARCEL 17:

That certain right of way, appurtenant to the above described Parcels, for road and related purposes all as more specifically set forth in that certain roadway easement described in the instrument dated March 2, 1883 and recorded March 24, 1883 in Book P, Page 564 of Deeds, as said easement was amended by Roadway Easement recorded December 12, 1963 in Book 1274, Page 303 of Official Records.

PARCEL 18:

A right of way, appurtenant to the above described Parcels, as set forth in Parcel 2 of that certain Grant Deed dated December 2, 1971 and recorded January 20, 1972 in Book 1649, Page 532 of Official Records.

PARCEL 19:

A forty foot road and utility easement to the above described Parcels, as set forth in that certain Easement Deed recorded April 23, 1993 as Instrument Number 1993-022785 of Official Records.

PARCEL 20:

A right of way for pole lines, ingress and egress, utilities and incidental purposes as set forth and described on an Easement recorded November 21, 1972, in Book 1698, Page 367 of Official Records.

APN: 076-051-007 and 009 and 076-114-005,006,011,018 & 021

OWNER

SK MIRAMONTE RANCH, LLC, a California
limited liability company,

By: 

[Name]: SARAH H KETTERER
Its [Title]: Manager

[NOTE: This contract will be recorded. All signatures to this contract must be
acknowledged by a notary on an all purpose acknowledgement form.]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Luis ObispoOn 11/19/13 before me, H. Rose Hancock, Notary Public
(Here insert name and title of the officer)personally appeared Sarah H. Ketterer

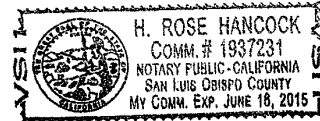
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

H. Rose Hancock
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Land Conversation Contract
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Deputy
County Clerk-Recorder, County of San Luis Obispo, State of California, personally
appeared _____, who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-
Recorder and Ex-Officio Clerk of the
Board of Supervisors

By: _____
Deputy County Clerk-Recorder

[SEAL]

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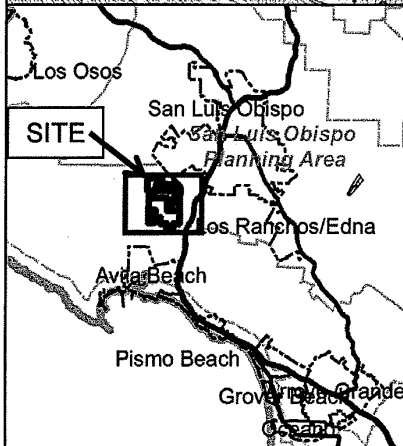
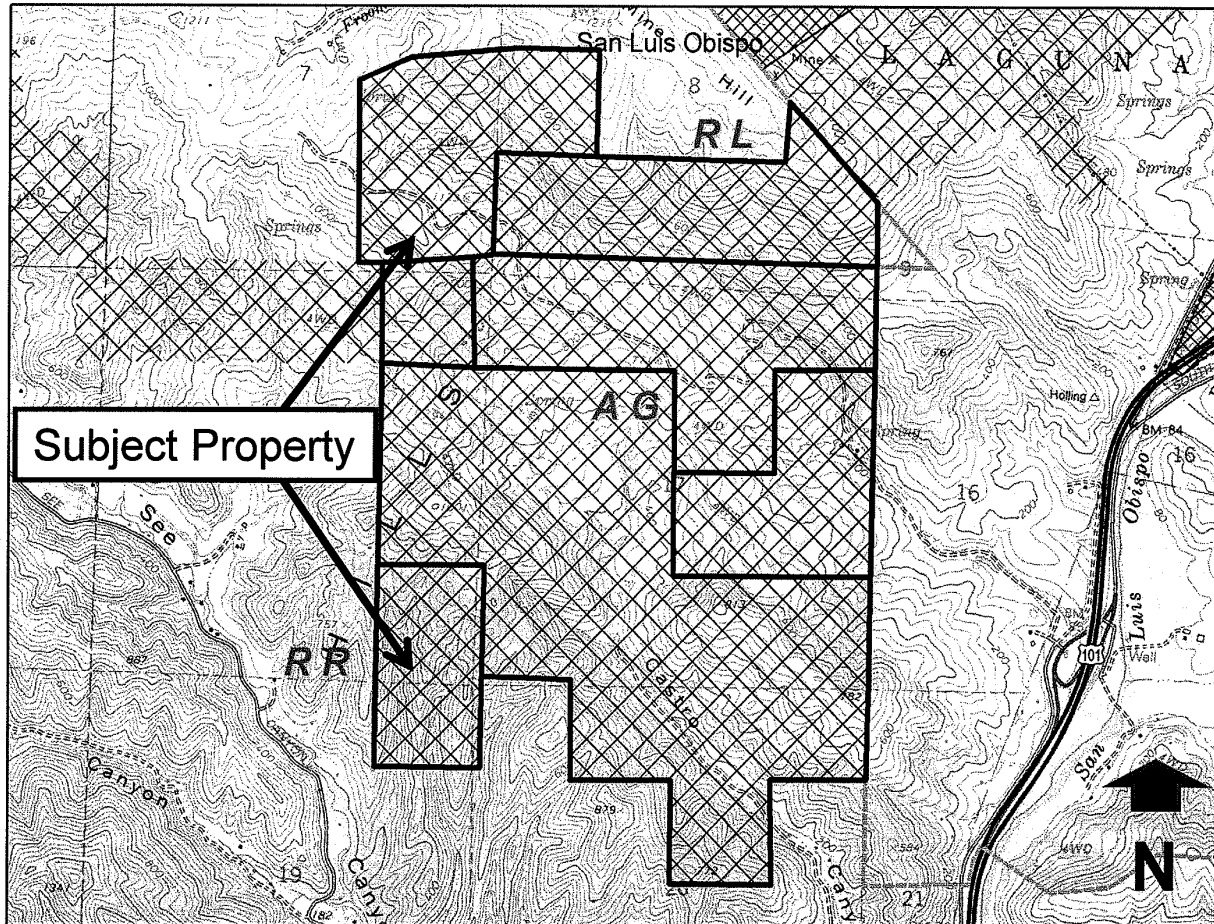


Exhibit A: Irish Hills Agricultural Preserve No. 1



Subject Property APNs: 076-114-005,
076-114-006, 076-114-011, 076-114-018, 076-114-
021, 076-051-007, 076-051-009



Existing Preserves & Contracts

EXHIBIT A: Rescinding Existing Land Conservation Contracts in Non-Renewal and Simultaneously Entering into an New Contract

File No. AGP2011-00007
Minimum Parcel Size:
Minimum Term of Contract:
Resolution No:

SK Miramonte Ranch LLC
320 Acres
10 years
Date: